

Arnold & Porter

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January 2, 2024

VIA ECF

Honorable J. Denise L. Cote
United States District Judge
United States District Court for the Southern District of New York
500 Pearl Street, Room 1910
New York, New York 10007

Re: *American GreenFuels Rockwood (Tennessee), LLC v. Aik Chuan Construction Pte. Ltd.*, No. 21-CV-7680 (DLC)

Dear Judge Cote,

We represent defendant and counterclaim plaintiff Aik Chuan Construction Pte. Ltd. ("Aik Chuan") in the above-referenced action. Pursuant to Rule 62(a), the automatic 30-day stay of execution on a judgment and proceedings to enforce dissolves on January 4, 2024. Notwithstanding the automatic 30-day stay against enforcement of the judgment, American GreenFuels Rockwood (Tennessee), LLC ("AGF") and Kolmar Americas, Inc. ("Kolmar" and together with AGF, "Counterclaim Defendants") have already taken steps to enforce the judgment. See Exhibit A.

Accordingly, Aik Chuan writes to respectfully request that the Court exercise its discretion and stay execution of the judgment (Dkt. No. 154) against Aik Chuan pursuant to Rule 62(a) pending the outcome of Aik Chuan's motion to alter or amend the judgment pursuant to Rule 59(e). See Dkt. Nos. 161-162; see Fed. R. Civ. P. 62, Advisory Committee's Note to 2018 Amendments (explaining that "Rule 62(a) expressly recognizes the court's authority to . . . supersede [the automatic stay] by a court-ordered stay" and that the "[C]ourt may choose to supersede it by ordering a stay that lasts longer . . .").

In the alternative, Aik Chuan respectfully requests that the Court exercise its discretion under Rule 62(a) and briefly enlarge the automatic stay for an additional two weeks, to January 18, 2024, so that Aik Chuan may move the court for relief pursuant to Rule 62(b) and/or by posting a bond pending the outcome of the Rule 59 motion and any appeal that may follow.

Counsel for Aik Chuan has conferred with counsel for Counterclaim Defendants and they oppose this request.

We appreciate Your Honor's time and consideration on this issue.

Respectfully submitted,

/s/ John F. Hagan, Jr.
John F. Hagan, Jr.

cc: All Counsel of Record (via ECF)

The application to extend
the Rule 62(a) 30-day
period of an automatic
stay beyond 1/4/24,
to the extent it is
based on this letter,
is denied.

J. Denise Cote
1/3/24

EXHIBIT A

RAJAH & TANN

AIK CHUAN CONSTRUCTION PTE. LTD.
17 Leng Kee Road
Aik Chuan Building
Singapore 159092

**BY EMAIL, HAND &
CERTIFICATE OF POSTING**
kenlim@aikchuan.com

Attention: Lim Yew Ming

SENDER'S REF	RECIPIENT'S REF	DATE	PAGE
JCW/FHG/353701/2	-	27 December 2023	1/2 + Enclosure

Dear Sirs,

**LETTER OF DEMAND
NEW YORK JUDGMENT DATED 5 DECEMBER 2023**

1. We act for American GreenFuels Rockwood (Tennessee), LLC.
2. Our client had commenced legal proceedings against you in Civil Action No.: 1:21-cv-07680 before the United States District Court Southern District of New York on 14 September 2021 for breach of the Subordination Agreement entered into between you, our client and Global Energy Hold Co., LLC. Following a bench trial held from 13 to 16 November 2023, final judgment was entered in favour of our client on 5 December 2023 (the "**Judgment**"), in which it was ordered, amongst others, that:

"The amount of the final judgment owed by [you] to [our client] is calculated as follows:

1. \$28,729,840, as of December 5, 2023; plus

...

3. Post-judgment interest pursuant to 28 U.S.C. § 1961 from the date of entry of this Judgment."

(the "**Judgment Sum**")

A copy of the Judgment is enclosed for ease of reference.

3. The Judgment Sum was immediately due and owing as at the date of Judgment. To-date, however, you have failed, refused and/or neglected to pay the Judgment Sum, or any part thereof. As at 26 December 2023, the sum of **US\$28,815,132.20** remains due and owing to our client under the Judgment, which comprises the sum of US\$28,729,840 and post-judgment interest of US\$85,292.20 (being 21 days of interests from 6 to 26 December 2023, at the rate of 5.16% per annum pursuant to 28 U.S.C § 1961).
4. **TAKE NOTICE** that pursuant to Order 5 Rule 1(3) of the Rules of Court 2021, our client hereby offers an amicable resolution before commencement of legal proceedings on the condition that the full sum of **US\$28,815,132.20 (as at 26 December 2023), including post-judgment interest accrued to date of full payment**, is paid to us as our client's solicitors **within 14 days** from the

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9 Straits View #06-07, Marina One West Tower, Singapore 018937 T +65 6535 3600 www.rajahtannasia.com
We are registered in Singapore with limited liability (UEN T08LL0005E). We do not accept service of court documents by fax.

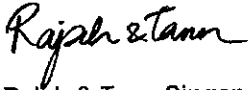
MEMBER OF RAJAH & TANN ASIA NETWORK
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date of this letter, failing which our client will take such steps as it considers necessary to protect its legal rights, including the commencement of legal proceedings without further notice, if necessary.

5. Our client wishes to emphasise that throughout the course of the legal proceedings in Civil Action No.: 1:21-cv-07680, our client had been prepared, in good faith, to consider and attempt amicable resolution of the matter. These good faith attempts, however, were not reciprocated by you, which necessitated the bench trial before the United States District Court Southern District of New York. As such, our client will only be prepared to consider alternative dispute resolution processes if such attempts are reasonable and in good faith. Otherwise, our client does not wish to incur any further unnecessary time or costs.
6. All our client's rights are reserved.

Yours faithfully,



Rajah & Tann Singapore LLP
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E jansen.chow@rajahtann.com / faith.hwang@rajahtann.com

cc client

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

AMERICAN GREENFUELS ROCKWOOD
(TENNESSEE), LLC, a Delaware limited liability
company,

Civil Action No.: 1:21-cv-07680

Plaintiff,

-against-

AIK CHUAN CONSTRUCTION PTE. LTD., a
Singapore registered company,

Defendant.

-----X

AIK CHUAN CONSTRUCTION PTE. LTD.,

Counterclaim Plaintiff,

-against-

AMERICAN GREENFUELS ROCKWOOD
(TENNESSEE), LLC and KOLMAR AMERICAS,
INC.

Counterclaim Defendants.

-----X

~~PROPOSED~~ ⁹ FINAL JUDGMENT

In accordance with the Court's Opinion and Order entered on November 20, 2023, the following Final Judgment is hereby entered.

IT IS ORDERED, ADJUDGED, AND DECREED that for the reasons set forth in the Court's Opinion and Order dated November 20, 2023, final judgment is entered in favor of American GreenFuels Rockwood (Tennessee), LLC (AGFR) on AGFR's Breach of Contract

claim against Aik Chuan Construction Pte. Ltd. ("Aik Chuan"). The amount of the final judgment owed by Aik Chuan to AGFR is calculated as follows:

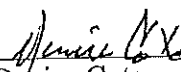
1. \$28,729,840 as of December 5, 2023; plus
2. Post-default interest at the rate of 25% per annum applied to the amount of \$28,729,840 from December 6, 2023 until date of entry of this Judgment; plus
3. Post-judgment interest pursuant to 28 U.S.C. § 1961 from the date of entry of this Judgment.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that for the reasons set forth in the Court's Opinion and Order dated November 20, 2023, final judgment is entered in favor of AGFR and Kolmar Americas, Inc. on Aik Chuan's counterclaims.

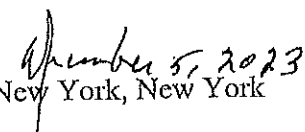
The Court directs immediate entry of this Final Judgment by the Clerk of the Court.

IT IS SO ORDERED.

BY THE COURT:



Hon. Denise Cote
United States District Court Judge

Dated: 
New York, New York